



STATE OF MONTANA, FISH WILDLIFE AND PARKS INVITATION FOR BID (THIS IS NOT AN ORDER)

IFB Number: <u>060196</u>	IFB Title: <u>Bannack Tree Removal</u>
IFB Due Date and Time: <u>March 17, 2006</u> <u>2:00 p.m., Local Time</u>	Number of Pages: <u>9</u>

ISSUING AGENCY INFORMATION

Procurement Officer: <u>Sally Byrd</u>	Issue Date: <u>3/06/06</u>
<u>Fish Wildlife and Parks</u> <u>Purchasing Unit</u> <u>930 Custer Ave</u> <u>P O Box 200701</u> <u>Helena MT 59620-0701</u>	Phone: (406) <u>495-3249</u> Fax: (406) <u>495-3253</u> TTY Users, Dial 711 Website: http://www.fwp.mt.gov

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package: IFB Number: <u>060196</u> IFB Due Date: <u>March 17, 06</u>
	Special Instructions: Bidders to submit overall cost proposal.
Alternate Bids: Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."	

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

IFB #060196 Bannack Tree Removal
Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third

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parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

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COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the Fish Wildlife and Parks Purchasing Unit with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the Fish Wildlife and Parks Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

CONTRACT TERMINATION

Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

INSURANCE REQUIREMENTS – BID/PROPOSAL

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The Fish Wildlife and Parks Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

IFB #060196 Bannack Tree Removal
**Tree Hazard Reduction & Thinning,
Scope of Project for Bannack State Park**

Objective:

To remove any hazardous trees and prune any limbs or branches that poses a safety threat to the public, staff, and any structures in Bannack State Park. Also, to remove any deadwood from the trees, including the town site, vigilante campground, road agent campground, and the group use area.

Contractor Requirements:

All work shall be performed in accordance with the ANSI (American National Standards Institute) A300 pruning standard and the ANSI Z133.1 safety standards. All pruning cuts shall be made as close to the trunk as possible without cutting into the branch bark ridge (branch collar) and without leaving a stub. Pruning cuts shall leave a smooth surface with no jagged edges or torn bark. Climbing irons or spikes shall not be used unless the tree is to be removed completely. A boom truck or equivalent equipment will be required to remove some of the hazardous trees. This is also required for safety purposes. The brush/branches will be hauled to the burn area on site. The larger trunks and limbs will be hauled to the firewood storage area on site.

Scope of Project:

The work shall be accomplished by May 19th, 2006.

The project encompasses the town site of Bannack, the vigilante campground area, the road agent campground area, and the group use area.

The town site has 65 trees that need to be addressed, of which 10 need to be completely removed to ground level.

The vigilante campground has 70 trees that need to be addressed, of which 13 need to be completely removed to ground level.

The road agent campground has 70 trees that need to be addressed, of which 4 need to be completely removed to ground level.

The group use area has 50 trees that need to be addressed, of which 7 need to be completely removed to ground level.

Park staff will be available to assist in identification of trees and identifying location for storage of waste material. We have a written overview of the trees in question. Please see following overview.

Overview:

Town Site: All removals are flagged with red tape.

Visitor Center

- A. Group of cottonwoods at parking lot
 - Remove dead and damaged limbs
- B. Front of Visitor Center
 - Remove dead wood
 - Remove one flagged tree

Jackson House

- A. Remove dead wood on all
- B. Big cottonwood over building
 - Remove dead wood
 - Trim off building
- C. Remove cross-over tree in center of group – flagged
- D. Elevate limbs over sidewalk
- E. Large tree on side
 - Remove dead wood

Hanging Tree

- A. Remove any dead limbs and dead sucker growth above “hanging limb”
- B. Tree next to Hanging Tree
 - Remove dead wood
 - Remove horizontal limb overhanging field

Hotel Meade

- A. Large Cottonwood
 - Remove dead wood
 - Remove limb overhanging Doctor's Office
- B. Remove small tree – rotted at base – flagged

Grave's House

- A. Bannack staff to do small trees
- B. Douglas Fir
 - Remove dead wood
- C. West of Building
 - Remove dead wood and clean
- D. Behind building
 - Remove large tree – flagged
- E. Bachelor Row tree – behind Grave's house
 - Remove deadwood and clean

East of Bath House

- A. Remove large tree – flagged
- B. Bannack staff to do small trees

McMannis House

- A. Remove horizontal overhanging limb

Sudsbury House

- A. Elevate above building and clean
- B. Remove stem next to building

Tom's House

- A. Corner tree – west fence
 - Remove split damaged trunk toward house
- B. Remove flagged tree

- C. Clean and deadwood all yard trees
- D. East corner tree
 - Flush cut large stub
- E. Backyard
 - Remove one section of multi-stem in corner – flagged

Thompson Garage

- A. Two trees
 - Deadwood and clean
- B. East tree
 - Elevate lower limb
 - Remove small brush underneath

Firehouse – behind

- A. Remove two horizontal limbs overhanging shed – leave good upright growth
- B. Deadwood and remove old stubs

Graetor House

- A. Remove one flagged tree
- B. Dead wood and clean all cottonwoods
- C. Sidewalk tree – east side
 - Elevate sidewalk limb
 - Remove cross-over limb

Brew Cabin

- A. Boxelder in front
 - Remove deadwood
 - Remove limb overhanging roof
- B. All cottonwoods
 - Remove dead wood and clean

Elliot House

- A. Remove dead wood and limb overhanging cabin
 - Lighten load on second overhanging limb
- B. Remove flagged tree by road – east corner
- C. All other trees
 - Remove dead wood and clean

Visitor Parking Lot

- A. West corner
 - Remove dead limbs overhanging parking lot

Bannack State Park Vigilante Campground: All removals are flagged with red tape.

***Starting at well, proceeding counter-clockwise**

- A. All cottonwoods – remove dead wood and clean.
- B. Remove girdled limb from group of cottonwoods – flagged
- C. Remove limb overhanging fire pit.
- D. Leave woodpecker house tree
- E. Site next to host site
 - Deadwood and clean
 - Remove large double-stem tree with wire in base – flagged
- F. Remove one section of double-stem tree with nests – flagged
- G. Driveway tree – 1st on left when entering campground
 - Remove cracked limb
- H. Remove one flagged limb on multi-stem cottonwood
- I. Across from firewood box
 - Remove two flagged stems
 - Remove “hollow” tree - flagged
 - Remove flagged tree with nest
- J. Behind firewood box
 - Remove three flagged

Bannack State Park Road Agent Campground: All removals are flagged with red tape.

***Starting at entrance, proceeding clockwise**

- A. All cottonwoods – remove dead wood and clean
- B. Remove double stem wounded – flagged
- C. Remove right fork at top with bird holes
- D. Remove dead section
- E. Remove all flagged trees

Bannack State Park Group Use Area: All removals are flagged with red tape.

***Starting at entrance, proceeding clockwise**

- A. All cottonwoods – remove dead wood and clean
- B. Remove “leaner” at road - flagged
- C. Remove large cottonwood left of entrance - flagged
- D. Remove big “leaner” – leaning into other tree - flagged
- E. Remove tree by table - flagged
- F. Remove the very large cottonwood - flagged
- G. Remove smaller flagged tree
- H. Remove large broken tree at entrance - flagged

SITE INSPECTION:

On site inspection of tree removal areas optional and available upon request. Contact Dale Carlson at 406-834-3413 or Darcy Yakoweshen at 406-444-3704.

COST PROPOSAL:

The cost proposal is to be submitted as an all-inclusive project cost for performing services identified in this IFB. This cost will remain firm for the duration of the contract.

Proposed Project Cost: \$_____.

TIME FRAME PROPOSAL:

Time frame needed for completion of the services identified in this IFB.

Proposed Time Frame: _____.

Suggested Vendors for Hazardous Tree Removal at Bannack State Park

- 1) United Tree Service
Richard Barr
P.O. Box 248
Ennis, MT 59729
Phone: 406-682-4680
Fax: 406-682-3125
- 2) 2) Barbe Tree Service
Charlie Barbe
279 Cottontail Lane
Butte, MT 59701
Phone: 406-496-6159 or 406-494-5899
Fax: No Fax
- 3) Basic Biological Services
John Wittingham
98 Sunset Lane
Dillon, MT 59725
Phone: 406-683-4198
Fax: 406-683-3613